ous user by one has caused interference with the rights of the other. See *National Telephone Co.* v. *Baker*, [1893] 2 Ch. 186, 199.

TORTS — UNUSUAL CASES OF TORT LIABILITY — PRICE CUTTING AS A TORT. — A department store owner, for the purpose of injuring a selling agent in his business, advertised with fraudulent representations sewing machines at half price. *Held*, that the defendant's conduct is actionable as a malicious injury to the plaintiff's business under the guise of simulated competition. *Boggs* v. *Duncan-Schell Furniture Co.*, 143 N. W. 482 (Ia.).

For a discussion of price cutting as a tort, see NOTES, p. 374.

TRADE MARKS AND TRADE NAMES — PROTECTION APART FROM STATUTE — TERRITORIAL LIMITATION ON TECHNICAL TRADE MARK. — The plaintiff had established a market for flour in certain states under a technical trade mark. The defendant, afterward, in good faith, used the same trade mark in territory in which the plaintiff's flour is yet unknown. The plaintiff seeks to enjoin the further use of the mark in this territory. *Held*, that an injunction will not be granted. *Hanover Star Milling Co.* v. *Allen & Wheeler Co.*, 208 Fed. 513 (U. S. C. C. A., 7th Cir.).

A technical trade mark, as distinguished from a trade name, is purely arbitrary with reference to the article to which attached, and not simply indicative of its class, description, or place of manufacture, or of the manufacturer's or vendor's name. See HOPKINS ON TRADE MARKS, § 3. Certain cases not too well considered appear to hold that a right to such a mark acquired in one locality may be enforced in any other locality, regardless of the extent of actual good will attaching to the mark. *Derringer* v. *Plate*, 29 Cal. 292; *Kidd* v. *Johnson*, 100 U. S. 617; *Hygeia Distilled Water Co.* v. *Consolidated Ice Co.*, 144 Fed. 139. It is submitted, however, that the principal case is sound in reasoning that protection is extended a trade mark in order to guard the good will with which the mark is identified, rather than the mark alone; and that where a plaintiff's wares are unknown he has nothing to protect. Furthermore, this is the doctrine applied to trade names, and there seems no reason for distinguishing trade marks from trade names in this connection. See *Briggs* v. *National Wafer Co.*, 102 N. E. 87 (Mass.), discussed in 27 HARV. L. REV. 190.

TRUSTS — NATURE OF THE TRUST RELATION — DEPOSIT IN BANK FOR SPECIFIC PURPOSE. — The plaintiff administrator deposited funds in a bank, and took the following receipt: "To be held until vouchers are received from heirs. Then same to be forwarded by bank draft." The bank having failed, he now sues for the money as a trust fund. *Held*, that he may recover. *Carlson* v. *Kies*, 134 Pac. 808 (Supreme Wash.).

The principal case illustrates the close questions of fact that arise in distinguishing between a general and a special deposit. The decision seems hard to support, inasmuch as banking convenience requires every deposit to be considered general unless the parties expressly contracted that the money be held separate as a trust *res*. *Nichols* v. *State*, 46 Neb. 715, 65 N. W. 774. *In re Mutual Building Soc.*, Fed. Cas. No. 9,976. Nothing appears in the receipt to clearly negative the bank's presumptive right to mingle. On the contrary, it is a necessary inference from the expressed intention that the money should ultimately be forwarded by bank draft. See 12 HARV. L. REV. 221; 27 HARV. L. REV. 191.

WITNESSES — PRIVILEGED COMMUNICATIONS — HUSBAND AND WIFE: LETTER RECEIVED AFTER HUSBAND'S DEATH NOT PRIVILEGED UNDER STATUTE PROTECTING COMMUNICATIONS DURING MARRIAGE. — In a suit on an insurance